

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (“Amendment”) is made as of _____, 2026, by and between the Fontana Housing Authority, a California state housing authority (“Landlord”), and Sierra Housing Partners LP, a California limited partnership (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease dated December 12, 2019 (the “Lease”), covering certain real property located at 16839 Ramona Avenue, Fontana, California 92336 (the “Premises”); and

WHEREAS, Landlord desires to grant a permanent nonexclusive utility easement over, under, and across a portion of the Premises to SOUTHERN CALIFORNIA EDISON COMPANY and

WHEREAS, Tenant’s consent is required to permit the grant of such easement and to modify the Lease accordingly; and

WHEREAS, Tenant is willing to consent to and permit Landlord’s grant of such easement, subject to the terms and conditions set forth herein, and acknowledges that certain rights in the Easement Area will be limited pursuant to the Easement; and

WHEREAS, because the Easement Area is within the Premises, the Lease must be amended to reflect Tenant’s consent and the relationship between the Easement and Tenant’s leasehold rights.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Easement Area.

Effective upon the recordation of that certain Grant of Permanent Nonexclusive Utility Easement by and between Landlord and SOUTHERN CALIFORNIA EDISON COMPANY (the “Easement Agreement”), a portion of the Premises, as more particularly described and depicted on **Exhibit A** attached hereto (the “Easement Area”), shall be subject to the Easement granted thereunder.

The Easement and all rights granted under the Easement Agreement, including any rights granted subject to the Tenant, any tax credit investor, or any lender (collectively, the “Required Consents”), shall be and remain subordinate to Tenant’s rights under the Lease. Tenant’s use and enjoyment of the Premises, including the Easement Area, shall at all times take priority over the Easement, and Grantee shall exercise its rights under the Easement in a manner that does not unreasonably interfere with Tenant’s Leasehold Rights.

2. Tenant Consent to Easement.

Tenant hereby irrevocably consents to the grant, execution, delivery, existence and recordation of the permanent nonexclusive utility easement (the "Easement") affecting the Easement Area, pursuant to that certain Grant of Nonexclusive Utility Easement (the "Easement Agreement") attached hereto as **Exhibit A**, and agrees that Landlord may execute and deliver the Easement Agreement and any related documents without further notice to or consent from Tenant.

3. Non-Interference.

Tenant, subtenants, and residents shall not, and shall not permit its agents, employees, contractors, or invitees to, use the Easement Area in any manner that would interfere with or impair the rights granted under the Easement Agreement, including, without limitation, the installation, operation, maintenance, repair, and replacement of utility facilities, provided that Tenant's rights under the Lease shall remain primary.

4. No Default; No Rent Adjustment.

Tenant agrees that the granting of the Easement and the exercise of rights thereunder shall not constitute a breach or default by Landlord under the Lease and shall not entitle Tenant to any abatement of rent or other compensation.

5. Coordination of Work.

Landlord shall use reasonable efforts to cause any work performed within the Easement Area to be conducted in a manner that minimizes material interference with Tenant's use of the Premises.

6. Exhibits.

All exhibits and attachments attached to or referenced in this Agreement are hereby incorporated herein by this reference and made a part of this Agreement as though fully set forth herein.

7. Ratification of Lease.

Except as expressly amended hereby, the Lease remains unchanged and in full force and effect. In the event of any conflict between the Lease and this Amendment, this Amendment shall control.

8. Counterparts.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LANDLORD:

Fontana Housing Authority

By: _____

Name: Matthew Ballantyne

Title: Executive Director

APPROVE AS TO FORM:

Ruben Duran, Authority Attorney

ATTEST:

Germaine Key, Authority Secretary

TENANT:

Sierra Housing Partners LP, a California limited partnership

By: _____

Name: _____

Title: _____